

CBA ANALYSIS PT KALTIM PRIMA COAL

1. BEST & BAD PRACTICES OF FREEDOM OF ASSOCIATION

Best Practices:

1. Article 4, Clause 2:

Trade/Labor Unions (SP/SB) act as the representative bodies for their members' interests, including during PRIMA PERKASA negotiations. The number of representatives in each negotiation will comply with applicable legal provisions and be proportional to the number of members in each union.

2. Article 4, Clause 3:

SP/SB officials (except those under suspension) may be permitted to access company premises to fulfill obligations related to the implementation of PRIMA PERKASA's work terms.

3. Article 4, Clause 4:

a. The company and SP/SB will establish a Bipartite Cooperation Institution (LKS Bipartit) as a forum for discussion, consultation, and communication on labor-related matters. Members of this institution will consist of representatives from SP/SB and the company, chosen in accordance with applicable legal provisions. Meetings will be held periodically, at least once a month.

b. The number of LKS Bipartit members from each SP/SB will be arranged proportionally, with a maximum of 14 representatives. The determination of representation numbers in LKS Bipartit will be established at the start of the institution's management period and will remain effective until the next management term is formed.

4. Article 5, Clause 1:

The company will provide bulletin boards in company areas for posting announcements, circulars, and newsletters. Copies of these materials must be submitted to the Industrial Relations and Recruitment Department (hereafter referred to as the IR & R Department).

5. Article 5, Clause 2:

Membership and Dues:

a. The company will assist SP/SB management in collecting member dues or other fees through payroll deductions based on employee authorization letters.

b. Verification of SP/SB membership will refer to actual dues deductions from the most recent month.

6. Article 5, Clause 3:

Facility Usage Facilitation:

a. Meeting/Conference Rooms:

With approval from the IR & R Department, SP/SB may use certain company meeting facilities.

b. Transportation Assistance:

For purposes related to company interests, SP/SB may request transportation assistance from the IR & R Department, provided the request is submitted no later than three (3) days in advance.

Bad: -

2. BEST & BAD PRACTICES ON WAGE

Best Practices:

1. Article 22, Clause 2:

The company implements a salary scale for employees in groups A, B, and C as follows:

Note: The company applies a wage structure and scale based on employee group and competency.

2. Article 23:

The company provides meal allowances of IDR 30,500 (thirty thousand five hundred rupiah) per day to all employees. This allowance is given based on employee attendance, verified through timesheets, and is applicable after working a minimum of 4 (four) hours. This allowance does not apply to employees residing in company-provided housing or camps.

Bad Practices:

- *(None identified.)*

3. BEST & BAD PRACTICES ON SOCIAL SECURITY

Best Practices:

1. Article 29, Clause 1:

The company enrolls employees in the BPJS Health program as required by prevailing regulations.

2. Article 29, Clause 3:

The company provides health insurance for inpatient care.

Note: The company adds health insurance programs for employees.

3. Article 29, Clause 4:

Employee Health:

a. The company may require employees to undergo health checks if their performance is unsatisfactory due to health reasons.

b. Based on recommendations from the company doctor, the company may reassess an employee's placement in their current role. Solutions may include returning to the previous role, reassignment to a more suitable position, sick leave, or termination of employment.

c. The company and employees jointly support a Wellness Program to improve employee health and that of their dependents.

Note: The company considers employee health in job placement decisions.

4. Article 33, Clause 1:

In addition to BPJS Employment programs, employees are insured at the company's expense under a Group Life and Accident Insurance program. This 24-hour coverage includes partial or total permanent disability and death (accidental or natural causes), provided the employee remains under the company's employment status.

Bad Practices:

- *(None identified.)*

4. BEST & BAD PRACTICES ON GENDER

Best Practices:

- *(None identified.)*

Bad Practices:

- *(None identified.)*

5. 4. BEST & BAD PRACTICES ON OCCUPATIONAL HEALTH AND SAFETY (K3), INCLUDING CLIMATE CHANGE AND JUST TRANSITION

Best Practices:

1. Article 51, Clause 1:

The company provides safety equipment for employees in compliance with Occupational Health and Safety (K3) standards.

2. Article 51, Clause 2:

Employees are required to use and maintain the safety equipment provided. This equipment must not be misused or transferred to unauthorized individuals.

3. Article 51, Clause 3:

Employees have the right to refuse work that does not meet Occupational Health and Safety requirements.

Note: The company ensures employees can refuse unsafe work.

6. 5. BEST & BAD PRACTICES ON OTHER PRACTICES

Housing Subsidies:

1. Article 37:

The company offers a housing loan interest subsidy program for permanent employees, with terms and conditions determined by the company.

Bonuses:**2. Article 39, Clause 1:**

The company provides a Long Service Bonus to all permanent employees who are members of the Employer Pension Fund (DPPK) Kaltim Prima Coal or Financial Institution Pension Fund (DPLK) and who retire at the normal retirement age. The bonus is calculated as:

$$\text{Length of Service (years)} \div 30 \times 38 \times \text{Base Salary (GP)} \div \text{Length of Service (years)} \div 30 \times 38 \times \text{Base Salary (GP)}$$